

Viamedia Political Order: Cable System Copies

REV 5-11-15

- ☒ Service Electric Cable TV - Lehigh Valley
Jennifer Brown, Regulatory Affairs Director
2260 Avenue A, Bethlehem, PA 18017
brownj@sectv.com; Phone 610-625-8517; FAX 610-865-5031
- ☐ RCN - Lehigh Valley, Eastern Delaware County, Washington D.C.
Aleisha Bozin, Manager, Corporate Marketing
196 Van Buren Street, Suite 300, Herndon, VA 20170
Phone 703-434-8251; FAX 703-434-8372
vanessa.perry@rcn.net; Kimberly.Hellwig@rcn.net Phone 703-356-1375 ext. 223; Cell 240-338-4381; FAX 703-356-1769
- ☐ Blue Ridge Communications - Monroe, Carbon, Milford, Tunkhannock, Mansfield, N. Lancaster
Michelle DeLuna
613 3rd Street, Palmerton, PA 18071
mdeluna@pencor.com; jlorah@pencor.com; Phone 610-826-9251; FAX 610-826-9297
- ☐ Service Electric Cablevision - Bloomsburg/Sunbury
Dwight Walter, Division Manager
secsun@ptd.net; megan.leavy@secv.com; donald.brandt@secv.com
500 Grant Street; Sunbury, PA 17801
Division Manager: Dwight Walter Office Manager: Lindy Mannello
Phone: 570-286-5951; 800-522-2389; Fax 570-286-9710
- ☐ Service Electric Cablevision - Hazleton
Timothy Trently, Division Manager
16 Maplewood Drive' Hazleton, PA 18202
P.O. Box R, Hazleton, PA 18201
hazletonoffice@secv.com; donald.brandt@secv.com; Phone: 570-454-5079; Fax: 570-454-3652
- ☐ Service Electric Cablevision - Eastern Berks
Karl Kowatch, Division Manager
Attn: Priscilla Perry; 6400 Perkiomen Ave., P.O. Box 8, Birdsboro, PA 19508
secvberk@ptd.net; donald.brandt@secv.com; Phone 610-582-5317; Fax: 610-582-3094
- ☐ Atlantic Broadband - Mifflinburg
Susan Gresh, HR Generalist
120 Southmont Blvd., Johnstown, PA 15905
SGresh@atlanticbb.com; Phone 814-534-8401; FAX 814-535-7749
- ☐ Windstream - Lewisburg, State College
Jeff Fisher, 441 Science Park Road, State College, PA 16803
Jeffrey.Fisher@windstream.com; Jim.Powell@windstream.com; Phone 814-272-2628
- ☐ Tele-Media - Snow Shoe, Zion
Leslie Strouse
804 Jacksonville Road, Bellefonte, PA 16823
lstrouse@tele-media.com Phone 814-353-2014

"cc" on all: mlabriola@viamediatv.com; mbell@viamediatv.com

Political Advertiser Vito DeLuca

Run Dates 10/19/15 - 11/3/15

sys code : 1042



CANDIDATE CONTACT FORM

Name of Candidate: Vito DeLuca

Office: District Attorney

Party: Democratic

Contact Name: Vito DeLuca

Campaign Address: 26 Pierce St
Kingston PA 18704

Phone: 570 574 2180

Date of Contact: _____

Account Executive: Frank J. Buongiorno

DATE: October 22, 2016



viamedia

- ☒ New Advertiser
- ☐ Renewal
- ☐ Addition
- ☐ Revision
- ☐ Cancellation
- ☐ Other*
- * Political

ADVERTISING AGREEMENT

BILLING ADDRESS Vito DeLuca, ESQ 26 Pierce St Kingston, PA 1870 570-285-5039			ADVERTISER Vito DeLuca			ACC'T EXEC Frank J. Buongiorno, SAE			
			CONTACT NAME & PHONE 570-285-5039			CO-OP <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		SPOT LENGTH :30	
			AGENCY			SCHEDULE DATES refer to schedule			
CABLE SYSTEM	NETWORKS	FLIGHT DATES	PROGRAMMING TIMES / DAYPARTS	TOTAL SPOTS	SPOTS COST	WKLY COST	# OF WKS	GROSS COST	
Service electric	AMC CNN FXNC ESPN		See attached schedule	78				\$964.00	
								GROSS TOTAL	\$964.00
								AGENCY FEE	
								NET TOTAL	\$964.00

Special Notes / Instructions: Spot supplied by client

COMMERCIAL
TITLE:

AD #4

PRODUCTION
COSTS:

PRODUCTION / CREATIVE SVCS BILLED SEPARATELY



CLIENT SIGNATURE

22-Oct-16

DATE

Vito DeLuca, ESQ

CLIENT NAME (print)

TITLE

Frank J. Buongiorno

VIAMEDIA MGR

22-Oct-16

DATE

CONTRACT SUBJECT TO STANDARD TERMS AND CONDITIONS ATTACHED

DELINQUENT ACCOUNTS WILL INCUR LEGAL COSTS FOR COLLECTION

3910 Adler Place, Suite 100 * Bethlehem, PA 18017 * 610-625-3800 * FAX 610-706-0196

www.viamediatv.com

TERMS AND CONDITIONS

This Agreement is among and binds Viamedia, LLC ("VIAMEDIA"), the advertiser named on the face of this Agreement ("Advertiser"), and the advertising agency or time-buying service placing the commercial advertising covered by this Agreement on behalf of the Advertiser ("Agency"). If no advertising agency or time-buying service is named on the face of this Agreement all references in this Agreement to "Agency" shall be deemed to refer to Advertiser. (Advertiser and Agency are sometimes referred to herein collectively as "Buyer"). VIAMEDIA and Buyer agree to the following additional terms and conditions as a part of this Agreement:

1. PAYMENT AND BILLING: Amounts owed to VIAMEDIA under this Agreement are to be paid within thirty (30) days after the date of the invoice therefore issued by VIAMEDIA. Timely payment is material and of the essence. Upon failure to receive timely payment, VIAMEDIA may elect to discontinue or suspend its further performance under this Agreement until all payment delinquencies are cured. VIAMEDIA will invoice Advertiser (or in the event an advertising agency or time-buying service is a party to this Agreement, VIAMEDIA shall bill Agency at the end of each standard broadcast month, unless otherwise provided on the face of this Agreement. Viamedia's invoices shall be in accordance with the log, shall so state, and shall be deemed to be correct unless proved otherwise. If an advertising agency or time-buying service is a party to the Agreement, Agency and Advertiser shall be jointly and severally liable for all amounts which are owed under this Agreement to VIAMEDIA. Payment by Advertiser to Agency shall not constitute payment to VIAMEDIA. It is understood that Agency functions as paying agent for Advertiser (or for an advertising agent of Advertiser) and in no sense as an agent or representative of VIAMEDIA and that Advertiser shall continue to be obligated for any payments due VIAMEDIA under this Agreement until the actual receipt thereof by VIAMEDIA. If an advertising agency or time-buying service is a party to this Agreement, cablecast charges as computed and stated in this Agreement shall be subject to an agency commission as authorized by Advertiser not to exceed the Agency commission percentage stated on the face of this Agreement, which commission shall be allowed to Agency. Agency shall refund to VIAMEDIA any unearned commission paid to it by VIAMEDIA. Buyer shall pay all reasonable attorneys fees and collections costs which VIAMEDIA incurs to collect any amounts owed to it by Buyer which are more than thirty (30) days past due. Buyer also agrees to pay a monthly late payment charge in the amount of one and one-half percent (1-1/2%) per month on all amounts which are not paid to VIAMEDIA when due. VIAMEDIA shall not be liable for any amount owed by Advertiser to Agency or any other agency or service acting on behalf of Advertiser and Advertiser agrees to defend, indemnify and hold harmless VIAMEDIA for any such claim made against VIAMEDIA by Agency or any other such agency or service.

2. VIAMEDIA UNDERTAKINGS: VIAMEDIA will cablecast Advertiser's commercial advertising on the days or dates, approximate times and networks and for the spot lengths specified on the face of this Agreement. VIAMEDIA shall not be required to cablecast any commercial advertising for the benefit of any person or entity other than Advertiser. Failure of VIAMEDIA to cablecast all or any part of a commercial advertising at the time or on the network specified because of a defect or breakdown of lines or equipment, electrical or mechanical failure, a labor dispute, governmental action, scheduling or technical error, appropriation of the time for broadcasting the advertising, event or program that in the sole discretion of VIAMEDIA is deemed to be of public importance (including without limitation sponsored political advertising or programs) or any other cause beyond the reasonable control of VIAMEDIA (collectively, "Excused Cablecasts") shall not constitute a breach of this Agreement by VIAMEDIA or entitle Buyer to terminate this Agreement, and Viamedia's liability and responsibility for any Excused Cablecasts will not affect any rates of discounts or rebate allowances otherwise applicable under this Agreement. In lieu of granting Buyer a spot charge reduction, VIAMEDIA may elect to cablecast the commercial advertising for which there is an Excused Cablecast on a different day on a "make up" basis. If an Excused Cablecast is due to failure or either the aural or visual signal, but not both, the amount of the adjustment shall be subject to negotiation. VIAMEDIA reserves the right to change the day or time, or both, of the scheduled cablecast of Advertiser's commercial advertising. If the day or time to which VIAMEDIA proposes to make any change under this Agreement is not agreeable to Buyer and another time is not agreed upon, the applicable spots will be canceled automatically without VIAMEDIA or Buyer having any further liability or obligation under this Agreement with respect to those spots. Commercial advertising scheduled in programs following events, (such as feature films, sports or special programming of any kind) which run beyond their normally scheduled time, or commercial advertising scheduled in programs which are interrupted for any reason, will be scheduled automatically within the delayed program without prior notice to Buyer, and will be invoiced at the same rate as if the event had concluded at its normal or scheduled time, or there was no interruption. VIAMEDIA will have no liability with respect to the handling or forwarding of audience mail addressed to VIAMEDIA intended for use by or benefit of Buyer. Except as provided herein, VIAMEDIA shall not be liable to Buyer for any incidental, direct, indirect, special or consequential damages of any kind including, but not limited to, loss of business or profit, arising in any manner from or relating in any way to this Agreement.

3. COMMERCIAL MATERIAL: All commercial advertising will be furnished by and at the expense of Buyer and must conform to the programming and operating policies of VIAMEDIA, as in effect from time to time. No commercial advertising shall be substituted for any specified in this Agreement unless the style, format and nature or such substituted commercial advertising is acceptable to VIAMEDIA. VIAMEDIA has the continuing right to require Buyer to edit and modify its commercial advertising to the extent necessary to conform to the public interest and to the programming and operating policies of VIAMEDIA. VIAMEDIA reserves the right to choose to not cablecast any commercial advertising that does not in Viamedia's sole judgment conform to the public interest or to its programming and operating policies or that in the reasonable opinion of VIAMEDIA may violate the rights of others. VIAMEDIA further reserves the right to refuse to cablecast any commercial advertising where the technical quality of the tape of such commercial advertising as furnished by Buyer does not comply with Viamedia's technical standards. Unless at the time the commercial advertising is delivered to VIAMEDIA Buyer requests such material to be returned to the Buyer at the Buyer's cost, VIAMEDIA may destroy or discard such material following the term of this Agreement. Neither Buyer nor VIAMEDIA will authorize anyone to cablecast, broadcast or to otherwise utilize for any commercial purposes (other than for cablecast under this Agreement) the actual cablecast made by VIAMEDIA of the commercial advertising supplied by Buyer hereunder, whether such other use of the actual cablecast is by means of recording, video tape, film or otherwise. Nothing herein contained shall prevent Buyer from making subsequent uses of its advertising (as distinguished from the cablecast by VIAMEDIA of such advertising) supplied by Buyer under this Agreement.

4. INSERTION OF ADVERTISING: The number of subscriber homes receiving a commercial advertisement on any network in a particular DMA, zone or other subset is an estimate of potential total viewership of a network whether in SD, HD or other format, is periodically updated by VIAMEDIA, based on recognized industry standard assumptions and may vary from the actual number of subscriber homes based on various factors. Zone and other subset estimates are based upon viewership information provided to VIAMEDIA by third parties, as periodically adjusted by VIAMEDIA, and because of information not known to VIAMEDIA may differ from the actual number of subscribers. VIAMEDIA may not have the capability to insert on HD simulcast networks, or to deliver HD insertion by zone, and subscriber estimates for HD programming have not been adjusted for non-insertion. The number of subscribers capable of accessing VOD and other advanced advertising content is an estimate and may vary by the number of subscriber homes actually subscribing to the service, and other factors. Buyer grants VIAMEDIA the right to digitize, adjust, alter, reformat and modify commercial advertisements when technically necessary for the commercial advertisement to meet the technical requirements for delivery by zone, set top box and other advanced advertising platforms. A commercial advertisement delivered by zone through the utilization of set top box and other advanced advertising platforms shall be deemed delivered to all subscribers unless more than 10% of subscribers actively viewing a particular network through set top box delivery or other advanced advertising platforms that comprise the zone fail to receive the commercial advertisement because of subscriber interaction with the set top box or other factors.

5. WARRANTIES: Buyer warrants to VIAMEDIA that Buyer has all necessary rights for the use, performance and cablecast of all of the content of its commercial advertising, including all music therein. Buyer agrees to indemnify and hold harmless VIAMEDIA, its parent and affiliated companies, and their respective directors, officers, agents and employees against and from any claims, liability, loss and damage, including reasonable attorneys' fees, caused by or arising out of the cablecasting of Advertiser's commercial advertising (including without limitation claims for libel, slander, illegal trade practice, trademark or copyright infringement, and violation of privacy rights) or the breach by Buyer or this Agreement, and to defend at Buyer's expense any litigation instituted against VIAMEDIA resulting therefrom. The indemnity rights and defense obligations under this Agreement shall survive the termination or expiration of this Agreement and of Agency's status as advertising agency for Advertiser. If an advertising agency is a party to this Agreement, Agency represents and warrants that it has the authority from Advertiser, as Advertiser's agent for all purposes contemplated by this Agreement, including but not limited to arranging, contracting and paying for the cablecasting purchased herein, and if Agency is a time-buying service, Agency represents and warrants that it has the authority from the designated advertising agency to enter into this Agreement on behalf of such advertising agency and Advertiser.

6. TERMINATION: This Agreement is not subject to termination by Buyer prior to the completion of the term of this Agreement. VIAMEDIA reserves the right to terminate this Agreement at any time upon default by Buyer in payment of any amounts owed to VIAMEDIA under this Agreement or upon any other material breach of the terms or conditions of this Agreement by Buyer. Commercial advertising or programs may be canceled by Viamedia upon 14 days prior notice. Upon any such termination, all charges for cable casting completed prior to the date of termination shall become immediately due and payable. Further, Buyer shall be liable to pay VIAMEDIA as liquidated damages a sum equal to that which would have been payable to VIAMEDIA by Buyer under this Agreement for the cable casting of all the spots covered by this Agreement, less any amount which VIAMEDIA actually receives for the sale of the same time spots (net of all sale and other commissions payable by VIAMEDIA to employees or third parties for resale of such time spots.)

7. MISCELLANEOUS: This Agreement is subject to all federal, state and local laws and regulations, is not assignable without the prior written consent of VIAMEDIA, and shall be governed by the internal laws of the State of Pennsylvania, without regard to the choice of law principles thereof. If during the term of this Agreement Agency ceases to be the advertising agency for the Advertiser, the rights and duties of Agency hereunder shall inure to the benefit of and be binding on such other advertising agency as may be designated by Advertiser by written notice to VIAMEDIA and which is acceptable to VIAMEDIA as to financial responsibility. Any waiver of rights resulting from breach of any provision of this Agreement shall not be deemed to constitute a waiver of rights resulting from any previous or succeeding breach of the same or any other provision. The Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and may not be modified, except by an agreement in writing signed by the party against whom enforcement of the modification is sought. Viamedia's performance under this Agreement shall constitute its agreement to be bound by the terms hereof.

Client / Advertiser Initials

yo

10/22/2015 10:35AM

Philadelphia Nov14 C-DMA Nielsen Live+7

Vito J. DeLuca, Esq

Client:

Buyer:

Advertiser:

Product:

Sched Dates: 10/25/15 - 11/08/15

Lengths: 30

Dayparts: DT

All-Wks Avg

	Rate \$	RC %	RC \$	Unit/ Wk	Unit Tot	Unit Dur	Start Date	End Date	Wk 1 - Wk 3						Wk 1 10/19 '15	
									Households							
									Prog Name	Imp	Rtg.	GRP.	CPP.	Rch		Freq
Philadelphia Nov14 C-DMA Nielsen Live+7	964.00				78				519	0.81	63.22	15	35.8%	1.8	3	
1042, Viamedia/Svc	964.00				78				519	0.81	63.22	15	35.8%	1.8	3	
AMC-TV	132.00				6				64	1.30	7.78	17	7.1%	1.1	3	
M-Su 8p-12m	22.00			2	6	30	10/25/15	11/1/15	AVG. ALL WKS<						1.1	3
CNN-TV	288.00				24				139	0.71	16.97	17	11.7%	1.4		
M-Su 10a-4p	12.00			8	24	30	10/26/15	11/2/15	CNN NEWSROOM<						1.4	
FXNC-TV	256.00				16				138	0.71	16.97	17	11.7%	1.4		
M-Su 10a-4p	16.00			5	16	30	10/26/15	11/2/15	VARIOUS						1.4	
ESPN-TV	288.00				32				178	0.68	21.68	15	11.6%	1.4		
M-Su 5a-10a	6.00			5	16	30	10/26/15	11/2/15	SPORTSCENTER M<						1.9	
M-Su 10a-4p	12.00			5	16	30	10/26/15	11/2/15	VARIOUS						1.4	
Total	964.00				78				519	0.81	63.22	15	35.8%	1.8	3	

All-Wks Avg

	Wk 2 10/26 '15	Wk 3 11/2 '15
Philadelphia Nov14 C-DMA Nielsen Live+7	39	36
1042, Viamedia/Svc	39	36
AMC-TV	3	
M-Su 8p-12m	3	
CNN-TV	12	12
M-Su 10a-4p	12	12
FXNC-TV	8	8
M-Su 10a-4p	8	8
ESPN-TV	16	16
M-Su 5a-10a	8	8
M-Su 10a-4p	8	8
Total	39	36

Broadcast Month Costs - Grand Total

Month	Gross Cost	Total Units
10/2015	\$66	3
11/2015	\$898	75
Total	\$964	78

Market Summary

	Wk 1 - Wk 3			
	Households			
	Tot	\$	Unit	Tot
Philadelphia Nov14 C-DMA Nielsen Live+7	\$964	78	\$15	63.2
Total	\$964	78	\$15	63.2

This report has been prepared using STRATA NuMATH research.
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Adjustments: Network Insertability and Network Carriage have been factored into calculations.
Philadelphia Nov14 C-DMA Nielsen Liver 7
Cable Zones SERVICE ELECT., Viamedia/Svc Electric-Lehigh V



CREDIT CARD AUTHORIZATION

PREPAY ☐OUTSTANDING INVOICE(S) ☒ xBOTH ☐

PAYER INFORMATION

Client Information

Client ID #: _____
Company Name: Vito DeLuca for District Attorney
Contact: Vito DeLuca
Address: 26 Pierce Street
City, ST / Zip: Kingston, PA 18704
Phone: 570-574-2180
Email: vjd@delucalawoffices.com

Authorized Amount:
\$964.00

Agency Information

Agency ID #: _____
Company Name: _____
Contact: _____
Address: _____
City, ST / Zip: _____
Phone: _____
Email: _____

Market: _____

Account Executive: _____

Period Authorized:
of Pymts Authorized 1
Start Date: 10/22/15
End Date: 10/23/15

Notes/Comments:

Credit Card Information

Name on Credit Card: Vito DeLuca

Credit Card Number:

4	8	0	2	1	3	7	6	9	9	8	7	8	9	7	3
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

CVC Number:

5	5	8	
---	---	---	--

Card Holder email confirmation receipt required ☐Expiration Date:

0	9			1	7
M	M			Y	Y

Credit Card Billing Address: Vito DeLuca
26 Pierce Street
Kingston, PA 18704
(address where monthly credit card statements are received) **(must include billing zip code)**

Type of Card: ☒ VISA ☐ MASTERCARD ☐ AMEX ☐ DISCOVER

Contract ID: _____ Invoice ID: _____ Amt: _____

Authorized Signature: /s/ Vito J. DeLuca Date: 10/22/15
Printed Name: Vito J. DeLuca
Title: Principal

Viamedia, Inc. | 220 Lexington Green Cir., Ste 300 | Lexington, KY 40515 | PH. 859-977-9000 | FAX 859-273-0424

I authorize Viamedia, Inc. to charge the credit card indicated on this form, for the authorized amount. This payment is for placed advertising. I certify that I am an authorized user of this credit card and that I will not dispute payment with my credit card company, so long as the transaction corresponds to the terms indicated on this form.